Stott. H-27—15,004—22-3-46.

Revenue (1946) Department

Ms SERIE

G.O No. 2671

Dated 2nd December 1946

Despatch Abstract.]

Alienation - Land - (South Kanara) - Udipi taluk - Hanohally village S.No.155/1-A2- High School - President of the Barker Educational Society Ordered.

Revenue department.

Subject:- Alienation -Land Revenue (South Kanara)- Udipi Taluk- Hanchally village- S.No.155/1-A.2- High School - purposes- President of the Barkur Educational Society - recommended-

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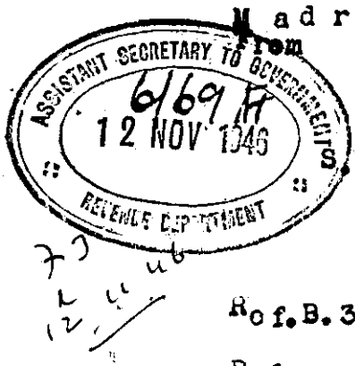
Ref.E.No. 4288/46-1

Madras. dated 6-1146.



From T.M.S. Mani Esq., O.B.E., I.C.S.,
Secretary, Board of Revenue, Madras.

To S. Ranganathan Esq., O.B.E., I.C.S., Commr. of Land Rev. & Comml. Taxes.

Read:-

Letter from the Collector of South Kanara, Ref.B.3.5814/46 dated 25-10-46.

Reference:-

At the instance of the Collector of South Kanara the Board recommends the alienation of the plot of land comprised in S.No.155/1-A.2 of Hanchally village, Udipi taluk measuring Acs. 9-50 in favour of the President for the time being of the Educational Society, Barkur for the use as the site of a High School and playground.

2. The alienation will be free of charge for the occupancy right and free of assessment but subject to the following conditions to which the alinee has agreed:-

(1) the land shall be used as the site of a High School and playground and for no other purpose.

(2) The school building shall be constructed and the play ground laid out within a period of two years from the date of grant.

(3) No other building shall be constructed on the land without the previous permission of the Collector of the district.

(4) The school shall be open to members of all communities.

(5) The Government may resume the land wholly or in part with any buildings thereon if the school is not recognised or if the recognition once granted is subsequently withdrawn.

(6) The amount of the grant made by the Government toward the cost of the building shall be deducted from the compensation payable to the grantee in the event of the resumption of the land.

(7) The Gocernment may resume the land wholly or in part with any buildings thereon, in the event of the infringment of any of the conditions of the grant. In the event of such resumption no compensation shall be payable for any improvements that may have beeneffected or other works that may have been executed on the land by the grantee and the grantee shall not be entitled to their repayment of any amount that may have been paid to Government for the grant. If there are buildings on the land, the Government may direct the grantee to remove them and if the grant refuses to remove them when so directed the Government or any Officer empowered by them in this behalf shall have power to remove thebuildings and realise the cost of such removal by the sale of the materials.

(8) The Government may resume the land wholly or in part with any buildings thereon if in the opinion of the Government the land is required for public purposes or for conducting mining operations. In the event of such resump

resumption or in the event of the acquisition of the land for any reasons, the compensation payable for the land and trees shall in no case exceed the amount paid for them by the grantee or their value at the time of resumption or acquisition whichever may be less and the compensation payable for buildings or other improvements shall in no case exceed the amount paid for them by the grantee at the time of alienation or their value at the time of resumption or acquisition, which ever may be less together with the initial cost or the value at the time of resumption or acquisition whichever may be less of any buildings erected or other improvements affected on the land by the grantee in accordance with the terms of the grant. The amount of any grant made by the Government towards the cost of buildings or other improvements shall be deducted from the compensation payable under this condition. But in no circumstances shall any compensation be paid by the Government in respect of buildings constructed in contravention of condition (3).

(9) In the event of the voluntary relinquishment of the land by the grantee no compensation shall be payable for any improvements that may have been effected or for works that may have been executed on the land by the grantee but the grantee shall be entitled to the repayment of any amount that may have been paid to the Government for the grant of the value of the land at the time of relinquishment whichever may be less.

10) Full land revenue shall be levied if at any time by the net income is derived from the land or if any of the conditions of the alienation are infringed. In the latter case, the land revenue shall be levied from the date of infringement. The decision of the Collector on the question whether a net income is derived from the land or not shall be final.

11) The Government reserves to themselves the right to all sandalwood trees and their branches and roots which exist at the time of alienation as well as those which may grow subsequently on the land and the Government shall be at liberty to cut or dig out any such trees or their roots and branches and remove them from the land and dispose of them at their pleasure. The alienee shall not be entitled to cut or remove them or case them to be cut or removed without the permission of the Collector of the district.

12) The alienee shall take all reasonable measures to the satisfaction of the Collector of the district for the protection of the sandalwood trees from theft or damage and for the careful protection of the immature trees growing on the land.

13) The alinee shall take the steps to see that the marks made by the officers of the Government on the sandalwood trees are preserved and are not tampered with; and

14) In the event of the infringement of, or failure to observe any of the conditions (11) to (13) the alienee shall pay to the Government such compensation as is determined by the Collector of the district for any loss or damage caused by such infringement or failure on his part. The Government shall also be at liberty to resume the land and re-enter on it and the whole land shall thereupon vest absolutely in the Government. In that case the alinee shall not be entitled to any compensation whatsoever.

for Secretary.

To the Secretary to Government, Revenue Dept. with alienation statements & sketches & other enclo.

AMK. 6/11.

Letter from the Collector of South Kanara, Ref.B.3.5814-46 dated 25-10-46:-

The President of the Educational Society, Barkur, in Udipi Taluk, applies for the alienation of land and revenue in respect of S.No. 115/1-A.2. newly sub divided from S.No. 155/1-A. of Hanchally village, for the purpose of construction of buildings and playground for a high school, ordered to be opened at Barkur. The application has been recommended by the District Educational Officer, South Kanara, who states that the Society has been permitted by the Director of Public Instruction, Madras, toopen a High School with Forms I to IV in June 1946. The society has been registered under Act XXI of 1860. At present the High School classes are being held in a thatched private building, as a temporary measure.

2. The plot S.No. 155/1-A. stands registered as grazing ground poramboke in the revenue accounts. The site selected by the Society has been sub divided as 155/1-A.2 and it measures 9.50 Ac in extent. It is a barren piece of Government land, situated withi the limits of the Barkur Panchayat Board. A notice inviting objections to the proposed alienation was duly published in the village and no objection has sofar been received. The Tahsildar Udipi reports after a personal inspection of the site that there are many other pastures in the village to meet the needs of the public and that the villagers can manage without this plot, for grazing their cattle. He states that there is no objection to the grant of the site to the society from communal, traffic or any other point of view. Out of the total extent of 9½ Acs. proposed for alienation, an extent of 4 acres is required for school buildings and the remaining extent of 5½ acres is intended for a playground.

3. The plot proposed for alienation has been duly demarcated with survey stones at the cost of the alinee. The sub division fee of Re.1- 0- 0 due from the applicant has been collected and remitted to the treasury with chalan No. 48 dated 28- 6-1946. The pl plot does not contain any tree growth or improvements. The Society in its resolution dated 5- 10-1046, has consented to abide by the set of conditions proposed to be imposed in this case and it applies fortwo years' time to fulfil the conditions of alienation. The President states that the Society is equipped with sufficient funds for the execution of the work of construction of the school building, etc. The local Panchayat Board has agreed to the alienation proposed in this case.

4. The land is valuable and the appropriate market value pr ed by the Tahsildar is Rs.600/- per acre. The Society applies for the site free of charge for the occupancy right, as the land is intended for an unremunerative public purpose.

5. The adjoining land, S.No. 155/1-B was alienated to the Local Panchayat Board for the purpose of a trenching ground. Situation of a trenching ground by the side of the school site is objectionable from a sanitary point of view. The Panchayat Board is however not using this plot for dumping night soil and it has since agreed to be resumption of this plot by the Government. The resumption of this grant is within my powers and I shall pass orders

6. The alienation of the land and revenue in respect of S.No. 155/1-A.2. of Hanchally village, Udipi Taluk, in favour of the President, for the time being, of the Harkur Educational Society may be sanctioned free of charge for the occupancy right and free of assessment.

7. An illustrative sketch of the site indexed in English with an extract from the land register applications for the alienation of land and revenue, a copy of the set of conditions agreed to by the proposed alinee, the sub division records, the application and a true translation of the resolution of the Society agreeing to abide by the conditions proposed to be imposed, are enclosed.

(sd) x x

for Collector.

Application for alienation of land in which the Proprietary right belongs to the State:-

District - South Kanara.

1.	Description and area-	S.No.155/1-A.2 - Extent- 9.50 Acres of Hanchally village, Udipi Taluk. Assessment Rs.9-8-0
2.	Market value	Rs.5700/-
3.	Alienee and pu. of alienation	President, for the time being of the Educational Society, Barkur. for the purpose of a High School and playground 4 Acs. for school buildings and 5½ Acres for Playground.
4.	Collector's remarks.	Recommended.

(sd) x x
for Collector.

Application for alienation of land Revenue payable to the Government.

District- South Kanara.

1.	Description and area.	S.No.155/1-A.2 of -Extent 9.50 Acres. Hanchally Village, Assessment Rs.9- 8- 0 Udipi Taluk.
2.	(a) Annual assessment	Rs.9- 8- 0
	Capitalised value of the assessment (25 times assessment)	Rs.237- 8-0
3.	Alienee and purposes of alienation.	President for the time being of the Educational Society, Barkur. For the purpose of a High School and playground. 4 Acres for school buildings and 5½ Acre for playground.
4.	Collector's remarks.	The alienation of land revenue is recommended.

(sd) x x
for Collector.

(True copy)

Secretary.

MK. 6/11.

Rev. Sectt. 23—3,006—23-12-36.

GOVERNMENT OF MADRAS.

Received 6/12/11 193 . *Registered* 193 .

Abstract.

[Cno 6169 [1/46]

M mte to Secy
F & CF & Encls put up to H
Q
29 Nov

REVENUE DEPARTMENT.

G.O. No. Ms. 2671 **Dated the** 21/12/46.

READ the following :— From the Board of Rev. Rc. No E. 4288/46-1 dy 6.11.46

ORDER—

The Government sanction the alienation of the plot of land comprising S.no 155/1-A2 of Hanchally village, Udipi Taluk, South Kanara Dt, measg 1cs 9-50 in favour of the President for the time being of the Educational society, Barkur for use as the site of a High School and play-ground.

2. The alienation will be free of charge for the occupancy right and free of assessment but subject to the following conditions :-

~~but subject to the following conditions :—~~

1). The land shall be used as the site of a High school and play-ground and for no other purpose

~~and for no other purpose.~~

2) The buildings shall be constructed ~~within~~ (and the play ground laid out within a period of two years) from the date of the grant.

3). No other building shall be constructed on the land without the previous permission of the Collector of the district

4) The school shall be open to members of all communities.

5) The Govt may resume the land wholly or in part with any buildings thereon if the school is not recognised or if the recognition once granted is subsequently withdrawn.

6) The amount of the grant made by the Govt towards the cost of the buildings shall be deducted from the Compensation payable to the grantee in the event of the resumption of the land.

so directed the grant or any officer empowered by them in this behalf shall have power to remove the buildings & realise the cost of such removal by the sale of the material -

7) The Government may resume the land, wholly or in part, with any buildings thereon, in the event of the infringement of any of the conditions of the grant. In the event of such resumption no compensation shall be payable for any improvements that may have been effected or other works that may have been executed on the land by the grantee and the grantee shall not be entitled to the repayment of any amount that may have been paid to the Government for the grant. If there are buildings on the land the Government may direct the grantee to remove them and if the grantee refuses to remove them as

8) The Government may resume the land, wholly or in part, with any buildings thereon, if in the opinion of the Government the land is required for public purposes or for conducting mining operations. In the event of such resumption or in the event of the acquisition of the land for any reason, the compensation payable for the land and trees shall in no case exceed the amount paid for them by the grantee or their value at the time of resumption or acquisition whichever may be less; and

In the event of resumption under condition there are buildings on the land, the Government may, at their option, either—

(a) purchase the buildings, or

(b) direct the grantee to remove the buildings.

In the event of the resumption of the land followed by the purchase of the buildings under condition or in the event of the acquisition of the land for any reason, the compensation payable for buildings or other improvements shall in no case exceed the amount paid for them by the grantee at the time of alienation or their value at the time of resumption or acquisition, whichever may be less, together with the initial cost or the value at the time of resumption or acquisition, whichever may be less, of any buildings erected or other improvements effected on the land by the grantee in accordance with the terms of the grant. The amount of any grant made by the Govt towards the cost of buildings or other improvements shall be deducted from the compensation payable under this condition. But in no circumstances shall any compensation be paid by the Govt in respect of buildings constructed in contravention of Condition (3)

In the event of the grantee refusing to remove the buildings, when so directed under condition the Government may remove them and realize the cost of the removal by the sale of the materials.

9) In the event of the voluntary relinquishment of the land by the grantee, no compensation shall be payable for any improvements that may have been effected or for works that may have been executed on the land by the grantee and the grantee shall not be entitled to the repayment of any amount that may have been paid to the Government for the grant or the value of land at the time of relinquishment whichever may be less.

10) Full land revenue shall be levied if at any time any net income is derived from the land or if any of the conditions of the alienation are infringed. In the latter case the land revenue shall be levied from the date of infringement. The decision of the Govt on the question whether a net income is derived from the land or not shall be final

11) The Govt reserve to themselves the right to all sandalwood trees and their branches and roots which exist at the time of alienation as well as those which may grow subsequently on the land and the Govt shall be at liberty to cut or dig out any their roots and branches and remove them from

land and dispose of them at their pleasure. The alienee shall not be entitled to cut or remove them or cause them to be cut or removed without the permission of the Collector of the district.

(12) The alienee shall take all reasonable measures to the satisfaction of the Collector of the district for the protection of sandal wood trees from theft or damage and for the careful protection of the immature trees growing on the land

(13) The alienee shall take the steps to see that the marks made by the officers of the Govt on the sandalwood trees are preserved and not tampered with; and

(14) In the event of the infringement of or failure to observe any of the conditions (11) to (13), the alienee shall pay to the Govt such compensation as is determined by the Collector of the district for any loss or damage caused by such infringement or failure on his part. The Govt shall also be at liberty to resume the land and re-enter on it and the whole land shall thereupon vest absolutely in the Govt. In that case the alienee shall not be entitled to any compensation whatsoever.

G 19.11.46

19.11.46

21/11

To the Bd of Rev with Sketch & Statement retd).

Adj. Dist. Fin.

2/12.46.

64503

To Rd.

ASST. SECRETARY TO GOVERNMENT 25 NOV 1946 FINANCE DEPARTMENT

Exam. and fin n.o. for acceptance

19.11.46 21/11 Exam Fin

Exam(Agri).

21.11.46

The Draft order may be accepted in this Deptt and the file may be passed on to Finance no

23.11.46 Finance D.O

ASST. SECRETARY TO GOVERNMENT 71615 22 NOV 1946 PUBLIC HEALTH DEPT.

22-11-46

Exam

no. Hours of Date 26/11

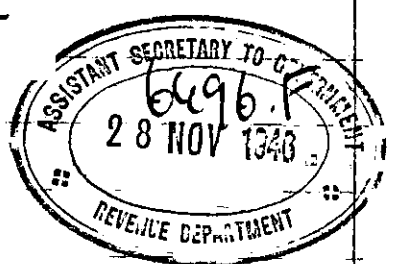
Finance (Sector A)

The draft order on ffs. 1-4 above may be accepted and the file returned to Rev.

AW
26.11.46

KRv
26.11.46
Rev

Fin no b/KR350 3AA-1
26 Nov 46



To Ms.

Rev Dept

The draft is correct.

L
28/11/46

28/11

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28/11/46